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11 County of Madera, Angela Basch,
12 Mark Meyers and Gary Gilbert

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14
15 UNITED STATES DISTRICT COURT
16 FOR THE EASTERN DISTRICT OF CALIFORNIA
17 FRESNO DIVISION

18 ERNEST MERRILL, LILA MERRILL,
19 Plaintiffs,

20 v.

21 COUNTY OF MADERA AN ENTITY
22 UNKNOWN, ANGELA BASCH
23 INDIVIDUALLY AND AS AN
24 EMPLOYEE OF MADERA COUNTY,
25 MARK MEYERS INDIVIDUALLY AND
26 AS AN EMPLOYEE OF MADERA
27 COUNTY, GARY GILBERT
28 INDIVIDUALLY AND AS AN AGENT
FOR MADERA COUNTY AND DOE
DEFENDANTS 1 TO 10,

Defendants.

Case No. CIV F-05-0195 AWI SMS
STIPULATION AND PROPOSED ORDER

Trial Date: April 3, 2007

1 STIPULATION AND PROPOSED ORDER
2

3 Through their respective counsel, Plaintiffs, Ernest and Lila Merrill (collectively,
4 "Merrill"); Defendants, County of Madera, Angela Basch, Gary Gilbert, and Mark Meyers
5 (collectively, "County"); and Counter-Defendants Duane Jones, Pia Burrough-Pond, John
6 Burrough, Rose Medford, and Kristin McFall (collectively, "Purchaser Defendants"), who
7 collectively are referred to as the "Settling Parties," stipulate as follows:

8 1. In this action, the County has asserted counter-claims against Merrill and cross-
9 claims against the Purchaser Defendants for (1) County Code violations, (2) public nuisance,
10 (3) illegal subdivisions, and (4) declaratory relief.

11 2. The County agrees to dismiss all the counter-claims and cross-claims with
12 prejudice. Per Federal Rule of Civil Procedure 41(a)(1)(ii), the County accordingly requests that
13 the Court order the dismissal.

14 3. In agreeing to dismissal of all cross-claims and counter-claims, no Settling Party
15 makes any admission as to the merit of those claims. No evidence regarding the dismissal of the
16 claims shall be offered for or against any Settling Party at trial. Further, per Federal Rule of
17 Evidence 408, this Agreement, and all discussions and correspondence leading to the Agreement,
18 shall not be admissible as evidence for or against any Settling Party.

19 4. Each Settling Party shall bear its own attorneys' fees and expenses as to the
20 counter-claims and cross-claims.

21
22 Dated: March 31, 2007

LAW OFFICE OF LAYNE HAYDEN

23 By: /s/ Layne E. Hayden
24 Layne E. Hayden
25 Scott Lyons
26 Attorneys for Plaintiffs
27 Ernest Merrill and Lila Merrill

1 Dated: March 19, 2007

COTA DUNCAN & COLE

2 By: /s/ Dennis M. Cota

3 Dennis M. Cota

4 Derek P. Cole

5 Attorneys for Defendants

County of Madera, Angela Basch, Gary
6 Gilbert, and Mark Meyers

7 Dated: March 14, 2007

LAW OFFICE OF RICHARD ARCHBOLD

8 By: /s/ Richard M. Archbold

9 Richard M. Archbold

10 Attorney for Cross-Defendants

11 Rose Medford and Kristin McFall

12 Dated: March 22, 2007

NUTTING AND JORGENSEN

13 By: /s/ Kenneth Jorgensen

14 Kenneth Jorgensen

15 Attorney for Cross-Defendants

16 Duane Jones, Pia Burrough-Pond, and
17 John Burrough

18 ORDER

19 Based on the above stipulation of all parties to this action, the Court directs the Clerk to
20 dismiss all the County's counterclaims against Plaintiffs, Ernest and Lila Merrill, and all the
21 County's cross-claims against Counter-Defendants Rose Medford, Kristin McFall, Duane Jones,
22 Pia Burrough-Pond, and John Burrough.

23
24 IT IS SO ORDERED.

25 Dated: April 21, 2007

26 /s/ Anthony W. Ishii
27 UNITED STATES DISTRICT JUDGE